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## ARTICLE I

### Definitions

#### A. Board, Employer, Or District

The term "Board," "District," or "Employer," as used in this agreement, shall mean the Board of Directors of the West Lyon Community School District or its duly authorized representatives.

#### B. Employee

The term "Employee," as used in this agreement, shall mean any employee, or group of employees, who is a member of the bargaining unit as identified and certified by the Public Employee Relations Board and is represented by the Association.

#### C. Association

The term "Association," as used in this agreement, shall mean the West Lyon Education Association and its duly authorized representatives.

## ARTICLE II

### Wages

#### A. Placement on Salary Schedule

##### 1. Adjustment to Salary Schedule

All employees who are part of the bargaining unit within the meaning of Section 13 of the Public Employment Relations Act will be placed on the salary schedule, attached hereto and marked as "Schedule A". Placement on said schedule will determine the pay to be received for the applicable contract year.

##### 2. Credit for Experience

Upon initial employment employees shall be given full credit on a one (1) step for one (1) year basis for previous outside teaching experience in a duly accredited K-12 school. For purposes of this paragraph, the term "one year basis" shall mean work equivalent to or greater than one (1) semester in a contract year. Any employee with previous teaching experience in the West Lyon Community School District shall receive full credit for all previous West Lyon Community School District teaching experience.

**B. Vertical Advancement**

Employees who work in the West Lyon Community School District equivalent to or greater than one (1) semester in a contract year, whether on a full-time or part-time basis, shall be given full credit for one (1) year of work toward the next increment step the following year.

No employee will advance more than one (1) step on the said schedule from the step occupied for the previous contract year.

**C. Extended Contract Payments**

The employee whose assignment exceeds the regular work year and load will be compensated at a per diem rate.

**D. Horizontal Advancement**

In order to change classification on the salary schedule, an employee must file his/her request to do so with the Superintendent on or before March 1 of the preceding school year. The request shall indicate the educational lane in which the employee wishes to be placed. The employee shall provide a description of courses intended to be used for such advancement by the second Monday of June preceding the school year in which the advancement is desired. All requests will be subject to review by the Superintendent before presentation to the Board for acceptance. The Board shall determine which college courses shall qualify for credit hours for advancement from one lane to another. Each employee filing such a request shall be notified in writing of the result of Board action on his/her request. If such request is granted, the employee shall file an official transcript of credits no later than September 1 of the year for which he/she seeks a classification change. Should the transcript be late in arriving from the institution of higher education a copy of the grade report or registration receipt will be accepted as a temporary substitute.

Movement from the B.A.+24 lane to the M.A. lane will be approved if eighty percent (80%) of the total number of credits, as established for the degree program by the college or university, are earned in required, core classes and/or classes that relate directly to the employee's assignment(s) at West Lyon. The decision of the superintendent, concerning the acceptability of classes, will be final, unless appealed to the Board of Directors by the employee within five (5) calendar days following said decision. The decision of the Board of Directors will be final and not subject to grievance.

Employees who fail to meet either the March 1 or the September 1 deadlines set out above shall not be entitled to a classification change until the succeeding school year. In his/her discretion, the Superintendent may waive compliance with the March 1 and/or September 1 deadlines if there are extenuating circumstances. The Superintendent's decisions shall not be subject to the grievance procedure.

E. Method of Payment

Employees shall be paid in twelve (12) equal installments on the 20th of each month. When a payday falls on a weekend, holiday, or vacation, employees shall receive their checks on the last previous working day. After the end of the contract school year those employees who have terminated their contracts may receive the remaining part of their salary on or before June 20, with the approval of the employer. Summer checks, other than for summer school teachers, may be mailed to the address designated by the employee.

F. Teaching Stipend

Teachers will receive a stipend of \$1,000 annually based on FTE, not to exceed 1.0, with payment to be received in January.

ARTICLE III

Supplemental Pay

A. Assignments

The employees who contract for regular assignments that are conducted before or after the eight (8) hour day shall receive additional compensation in accordance with "Schedule B" attached hereto. Such assignments will be made on an individual basis by the employer. No such assignment shall exceed a duration of one (1) year.

B. Schedule B

It is agreed that the Schedule B Generator Base will be the same as the B.A. Base.

C. Extra Duties

Teachers will be assigned four (4) extra duties per year. Any assignment beyond four (4) will be paid fifteen dollars (\$15.00) per assignment. Events that are defined as extra duties, under the terms of this paragraph, include: 1) 7-12 athletic events, 2) 7-12 plays, 3) 7-12 dances (excluding prom and those dances sponsored by a specific group or organization; ex. FFA, FLA, Speech Club ....), 4) K-12 detention (two days equals one duty), and 5) K-12 music concerts.

D. Coverage Of Classes During Preparation Time

When an employee is requested by the Administration to cover another class or study hall during his/her preparation time, and such request results in said teacher not having one (1) preparation period in that day, \$10 reimbursement will be granted.

## ARTICLE IV

### Hours

#### A. Workday

The workday shall consist of eight (8) hours.

#### B. Events and Activities Beyond the Workday

Employees shall continue to attend those meetings and events associated with their duties, and employees may be assigned to other types of activities even though said meetings, events, and activities may extend beyond the workday. An employee may be excused for part of the workday upon approval by the principal or superintendent.

#### C. Early Dismissal

On Friday, on days preceding holidays or vacations, or on days when it is necessary to dismiss school early because of blizzard conditions, the employees' day shall end when the buses have departed. On the days preceding the Thanksgiving, Christmas, and Easter vacation, the buses shall depart after the completion of the period which satisfies the state guidelines for contact time.

## ARTICLE V

### Work Year

#### A. Regular Work Year

Employees agree to a contract year of one hundred and eighty-eight (188) teacher workdays; to include one hundred and eighty (180) teaching days as required by Department of Education regulations, five (5) paid holidays as identified in Article VI of this Agreement, and three (3) in-service days. In addition, new employees may be required to attend two (2) orientation days prior to the beginning of the school term. If the number of teacher workdays is increased, by state law or the Department of Education, the parties agree to reopen negotiations concerning the salary schedule.

#### B. Extended Contract

The in-school work year of employees contracted on a twelve (12) month basis shall not exceed two hundred and fifty (250) days.

## ARTICLE VI

### Vacations

Employees shall be entitled to vacations on the following days: November 22 2007; December 24, 25 26, 27, & 31 2007; January 1 & 2 2008 and March 21 & 24, 2008. March 24 may be used for a make-up day. Memorial Day shall not be used as a make-up day.

## ARTICLE VII

### Holidays

The regular contract year of employees shall include five (5) paid holidays:

|                  |                               |
|------------------|-------------------------------|
| Labor Day        | (First Monday in September)   |
| Thanksgiving Day | (Fourth Thursday in November) |
| Christmas Day    | (December 25)                 |
| New Year's Day   | (January 1)                   |
| Presidents' Day  | (Third Monday in February)    |

## ARTICLE VIII

### In-Service Training

#### A. In-Service Days

There will be three (3) days of in-service training included within the one hundred and eighty-eight (188) day contract.

## ARTICLE IX

### Employee Performance Review

#### A. Orientation

At the beginning of each school term, or initiation of employment, the teachers shall be inserviced, by a member of the administrative staff, with the performance review instrument(s), criteria, and procedures. After a conference with Association representatives, the instrument(s), criteria, and procedures will be developed by the Board of Directors. The purpose of the orientation is to achieve mutual understanding of the performance review system. No observations, or performance reviews, shall take place until such orientation has been completed.

#### B. Purposes

##### 1. Career Teachers

The primary purpose of the formative performance review system shall be the improvement of teacher performance.

##### 2. Beginning Teachers And Those On An Administrative Intensive Assistance Plan

The primary purposes of the summative performance review system are the improvement of teacher performance, the determination of continued employment, and licensure.

#### C. Frequency of Performance Reviews

Beginning teachers, as defined by Iowa Code, and those tenured teachers who have been documented as not meeting District standards shall have a performance review annually until career status, as defined by Iowa Code, is obtained. A performance review of career teachers will be completed, at a minimum, once every three years. Every performance review will include a minimum of two classroom observations, each being at least twenty (20) minutes in length, in addition to other general observations as conducted and deemed appropriate by the evaluator.

#### D. Formal Performance Review Procedure

Results of performance reviews will be in writing, with a copy to be given to the teacher and superintendent. The evaluator shall have a meeting with the teacher within ten (10) school days following an observation and prior to submission of the written evaluation report to the superintendent. Verbal and/or written feedback of observations that will be used in the performance review will be given to the teacher within five (5) school days of the observation. Reviews of the teacher's performance will be conducted openly and with the full knowledge of the teacher.

If the employee's composite rating does not meet District standards, or all 8 Iowa Teaching Standards, or if the evaluator recommends that the employee be terminated, the employee may grieve the substance of the performance review. The performance review shall be sustained unless it is arbitrary, capricious, or without basis in fact. The grievant shall have the right to challenge the individual marks which lead to the overall performance review. Beginning teachers shall not have the right to grieve the substance of their performance reviews regardless of the rating they receive or the recommendation of the performance review.

#### E. Observations

Observations take place any time an administrator views a teacher's performance in relationship to his/her job tasks or responsibilities and followed-up with feedback as prescribed in D. above.

#### F. Sources Of Data Used In Formal, Documented Evaluations

Although all types of information may be shared with the teacher, by an administrator, the only types of sources that will be used in the formal, written review will be: (1) observations, as defined in Section E. of Article IX and (2) other sources of information, where the identity of the source(s) can be documented and whose identity is made known to the employee.

The performance review shall include, at a minimum, two classroom observations being at least 20 minutes in length, the teacher's career development plan and documentation of that plan's implementation; which may include input from other evaluators, teachers, parents and students; and may include portfolios as evidence of teaching practices.

#### G. Administrative Intensive Assistance Plan

If the career teacher's composite rating does not meet District standards, or all 8 Iowa Teaching Standards, administrative intensive assistance will be offered. This plan will be developed by the building administrator, after conferencing with the career teacher. Intensive assistance shall include the following: (1) a specific listing of deficiencies, (2) positive suggestions to address the stated deficiencies, (3) a listing of administrative support and assistance, and (4) a clear explanation of the monitoring plan, including time lines as needed. The career teacher shall be given until the end of the next quarter from the date of the initial performance review, that does not meet District standards, or all 8 Iowa Teaching Standards, to demonstrate acceptable improvement in his/her performance. Following that period the career teacher will have another performance review.

#### H. Coaching Performance Review

First and second year coaches will have a performance review a minimum of one (1) time per sport, per year. After their second year of service, coaches will have a performance review, at a minimum, once every three years. If the coach's composite rating does not meet District standards, recommendations for assistance will be provided by the administrator, and a follow-up performance review must be completed before recommendation for termination is made by the superintendent.



#### I. Performance Review File

The teacher or coach will be notified of any addition to his/her performance review file. After receipt of such notification the teacher or coach may submit within thirty (30) days an explanation or other written statement regarding said addition.

#### J. Other Performance Reviews

Nothing in this article is to be construed as precluding performance reviews of teachers by other means deemed appropriate by the employer, such means to be used only in emergency circumstances.

### ARTICLE X

#### Grievance Procedure

##### A. Definition of Grievance

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any part of the specific provisions of this Agreement.

##### B. Coverage

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

##### C. Time Limits

The failure to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

##### D. Procedure

###### 1. First Step

The complainant is encouraged to attempt to resolve any grievance through informal discussion with his/her principal or immediate supervisor.

## 2. Second Step

If the grievance cannot be resolved informally, the complainant shall file a formal, written grievance within fifteen (15) working days following the date, act, or condition giving rise to the alleged violation. The written grievance shall state the nature of the grievance, shall note the specific sections in the contract alleged to have been violated, and shall state the remedy requested. The principal or his/her designee shall make a decision on the grievance and communicate it in writing to the complainant and the Superintendent within seven (7) working days after receipt of the formal grievance. A working day is defined as a non-holiday or a non-weekend.

## 3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the employee shall file, within seven (7) working days of the principal's written decision at the second step, a copy of the grievance with the Superintendent or his/her designee. Within seven (7) working days after such written grievance is filed, the employee with the grievance and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within seven (7) working days of the third step grievance meeting and communicate it in writing to the employee and principal.

## 4. Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the employee to the Superintendent within twenty (20) working days from the receipt of the step three answer to enter into such arbitration. Parties shall attempt to agree upon an arbitrator within seven (7) working days. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association. The decision of the arbitrator will be binding on the parties, and not subject to appeal.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association, and the arbitrator's decision must be based solely upon his/her interpretation of the meaning of application of the expressed relevant language of the Agreement.

## ARTICLE XI

### Staff Reduction Procedure

#### A. Coverage

All employees under this Agreement are covered, including employees on extended leaves of absence.

#### B. Classification

Employees shall be all classified as K-12 for staff reduction.

Years of service teaching at West Lyon and certification, or ability to get certified, for the position in question will be the determining factors in the order of seniority.

#### C. Layoff Procedure

1. The Superintendent shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the Superintendent has received resignations in the classification in which the reduction is sought prior to April 30.

2. In the event attrition fails to accomplish the reduction in staff, seniority will be the main factor but other factors (including educational training, certification, and evaluations) will be considered in making the decision. Seniority is defined as the number of years an employee has been employed by the School District.

3. Notice shall be provided in accordance with the provisions of Iowa Code Chapter 279.

#### D. Recall and Benefits

1. If there is a vacancy in any bargaining unit position, laid off employees with certification for the vacant position and previous teaching experience in the School District in the department in which the vacancy has occurred shall be recalled in reverse order of layoff.

2. The laid off employee shall keep the Superintendent advised of his/her current address. Notice of recall shall be given by certified mail to the employee at his/her current address, and the Association president shall receive a copy of such notice. If an employee fails to respond within ten (10) days after receipt of the notice of recall, the employee will be deemed to have refused the position offered.

3. Employees who are offered recall shall have only one (1) opportunity to accept or reject a job offer by the Board.

4. A laid off employee shall retain recall rights for two (2) years from the effective date of the layoff unless the employee waives same in writing.

5. An employee reemployed under this Article will be placed on the salary schedule at the last step attained at termination and be reinstated with sick leave days and other benefits accumulated at the time of termination.

## ARTICLE XII

### Leaves

#### A. Sick Leave

##### 1. Annual Accumulation

All new full-time employees will receive twelve (12) days sick leave. The following years will be computed in this way:

| <u>Year</u> | <u>Employee Will Receive</u> |
|-------------|------------------------------|
| 2nd         | 12 days                      |
| 3rd         | 12 days                      |
| 4th         | 13 days                      |
| 5th         | 14 days                      |
| 6th         | 15 days                      |

with fifteen (15) days each year following until one hundred (100) days are accumulated. All employees shall be entitled to these sick leave days each year as of the first official day of said school year whether or not they report for duty on that day.

##### 2. Maximum Accumulation

All employees shall be entitled to accumulate one hundred (100) sick leave days.

The following schedule will be used to determine two (2) days of sick leave:

Two (2) sick days may be used:

|                                   |           |
|-----------------------------------|-----------|
| 2 hours or less                   | = 1/4 day |
| From over 2 hours through 4 hours | = 1/2 day |
| From over 4 hours through 6 hours | = 3/4 day |
| More than 6 hours                 | = 1 day   |

##### 3. Medical Appointments

Employees may be released for up to one-half (1/2) hour prior to the employee's scheduled dismissal time, but in no event prior to the dismissal and loading of students on buses, for personal or immediate family member medical appointments, only, with no loss in pay and no deduction from sick leave.

#### 4. Proof of Illness

In the event the employer feels sick leave is being abused, it may require a doctor's certificate confirming the sickness at the employee's expense.

#### 5. Extended Sick Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability or for the remainder of the contract year, whichever is the shorter period. The Board agrees to continue all fringe benefits provided by this Agreement for the duration of the existing contract year.

#### 6. Predetermined Temporary Disability

Sick leave benefits for predetermined temporary disability leave shall be granted for the period of medical confinement (as hereafter defined) occurring during the time of regular contract work period pursuant to the following provisions:

a. Except as hereafter modified, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave benefits for predetermined disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and re-commencement of duties as provided in paragraph b. hereof.

b. An employee shall notify the Superintendent or Superintendent's designee as soon as the necessity for taking sick leave becomes known to the employee. When possible, said notice shall be given at least two (2) weeks prior to the anticipated date of the leave.

c. Following a predetermined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal teaching duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

d. The determination, whether the employee is capable of returning to work following the predetermined temporary disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the employee, his/her principal (or supervisor), the Superintendent, and the employee's physician, and may also be in consultation with a physician of the School District's own choosing. Said consultations shall be at the District's expense.

#### B. Temporary Leaves

At the beginning of the school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with pay.

## 1. Personal Leave

At the beginning of every school year each employee shall be credited with two (2) days of personal leave. No personal day shall be used immediately before or after a holiday or vacation period or on the first or last contract day. Up to two (2) employees may request personal leave on a given day. No personal leave shall be used during an in-service day or workday. The Superintendent may approve additional requests for personal leave on the same day if adequate substitute teachers, as determined by the Superintendent, can be found. An employee planning to use these leave days shall notify the administration at least two (2) working days in advance, except in cases of emergency.

In addition three (3) personal days may be used solely for the illness of a child (12 years old and under).

The following schedule will be used in determining one (1) day of personal leave:

One (1) personal day may be used:

|                                   |           |
|-----------------------------------|-----------|
| 2 hours or less                   | = 1/4 day |
| From over 2 hours through 4 hours | = 1/2 day |
| From over 4 hours through 6 hours | = 3/4 day |
| More than 6 hours                 | = 1 day   |

The other personal day must be taken as a whole day or employees may take both of their leave days as whole days.

## 2. Religious Leave

Any employee whose religious affiliation requires the observance of holidays other than those listed in the contract may be excused by the administration.

## 3. Jury Duty

Any employee called for jury duty during school hours or to appear in any judicial proceedings shall be provided time. Any fees or remuneration the employee receives during such leave shall be turned over to the West Lyon School System.

## 4. Professional Leave

Attendance at educational meetings, programs, conferences, workshops, and seminars, or visiting other schools, is permitted at full pay if approved by the Superintendent. All cases will be reviewed in light of the budget, benefits to the educational program, and availability of substitutes. Expenses for said leave shall be approved, in writing, by the Superintendent prior to attendance.

Upon returning from professional leave, the teacher shall submit a written report, or conference, with the appropriate principal within ten (10) school days.

## 5. Bereavement Leave

Bereavement leave shall be used for arrangement of the funeral, attendance at the funeral, and for any other business directly arising from said death or preceding illness leading to the death. Bereavement leave shall be granted at any one (1) time in the event of death as indicated below:

Immediate Family (Up to 5 workdays) - spouse, child (step), parent (step), brother (step), & sister (step)

Extended Family (Up to 3 workdays) - grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, & brother-in-law.

Additional day annually: One (1) additional day may be granted by the superintendent for the funeral of another relative, a close friend, or for travel distance exceeding 250 miles related to any of the above mentioned deaths.

## 6. Critical Illness Leave

In case of critical illness of immediate family members, as defined in XII B.5. - Bereavement Leave, up to three (3) days per incident may be granted upon approval of the superintendent. Rejection of such leave requests is non-grievable.

## 7. New Born Leave

A father shall be granted one (1) day of paid leave for the birth of his child.

## 8. Adoption Leave

Adoption leave will be determined by the superintendent after consultation with the employee. Such leave will be deducted from accrued sick leave. The decision of the superintendent is not subject to grievance.

## 9. Association Leave

No more than six (6) days of leave will be granted to W.L.E.A. members for the purpose of attending I.S.E.A. activities. W.L.E.A. will be required to reimburse the district for the total substitute salary and benefits incurred for the fifth and/or sixth days if used. The hiring of the substitutes shall remain the responsibility of the administration.

## 10. Miscellaneous Leave

Other leaves of absence may be granted by the superintendent. Such leave may be with pay, without pay, or with deduction of salary & benefits of the substitute. Rejection of such requests is non-grievable.

## C. Extended Leaves

### 1. Educational Leave

Upon application, and if an adequate replacement can be found, a leave of absence without pay of up to one (1) year shall be granted to any employee who attends an accredited college or university for the purpose of engaging in study reasonably related to his/her professional responsibilities. The replacement shall agree when the contract is signed to remain in the system only for the duration of the employee's leave.

## 2. Good Cause

Other extended leaves of absence without pay may be granted upon request in writing by the Board for good reason. The Board's decision shall not be subject to the grievance procedure.

## 3. Conditions For All Extended Leaves

a. All extended leaves will be at least one (1) semester in length or shall continue until the semester in which the leave has been granted has ended. Notice of or request for extended leave shall be given thirty (30) days prior to the commencement date of the leave. All extended leaves of absence shall commence and return shall be at the beginning of the school year or at midyear, except where the circumstances giving rise to the leave are not subject to the employee's control, e.g. illness, in which case the leave shall commence on such date as circumstances necessitate.

b. An employee whose individual employment contract includes extracurricular duties compensated under Schedule B of this Agreement and who has been granted an extended leave of absence may be required upon return to fulfill the same extracurricular duties as he/she performed upon beginning the leave, but the Board shall neither be required to make said duties available to the employee nor to compensate him/her as provided in the employee's individual contract unless the Board requires him/her to perform such duties.

## 4. Return Right For All Extended Leaves

a. At the conclusion of any extended leave of absence, an employee shall be restored to his/her former position or to another position included in the bargaining unit, if, in the judgment of the administration, restoration to the former position would cause unnecessary disruption of the educational process. The employee shall be restored to his/her former position at the beginning of the school year which commences after the completion of the extended leave, if the employee so desires.

b. An employee shall retain all benefits earned prior to the extended leave of absence.

c. An employee returning to employment after an extended leave of one (1) year or more shall be placed on the salary schedule one (1) step beyond the step at which the employee was paid by the District at the point of taking the leave, up to the maximum step of the lane in which the employee is placed.

d. An individual hired to replace an employee on extended leave shall be subject to discharge upon the employee's return, and such discharge shall not be covered in the staff



reduction procedures.

D. Compensation for Unused Leave

Employees shall be compensated for unused leave (which shall mean sick leave, personal leave, and critical illness leave) on the following basis:

| <u>Number of Days Used</u> | <u>Amount of Compensation</u> |
|----------------------------|-------------------------------|
| 0                          | \$150                         |
| 1                          | \$125                         |
| 2                          | \$ 75                         |

Any fraction of a day of leave used shall count as a full day. Compensation for unused leave shall be paid to qualifying employees on the first payday following the completion of the regular school year.

E. Leaves And Compensation For Unused Leave For Part-Time Employees

Employees whose contractual full time equivalency (FTE) is less than eighty percent (80%) shall be entitled to all leaves and compensation for unused leave on a prorated basis.

## ARTICLE XIII

### Payroll Deductions

#### A. Association Dues

##### 1. Authorization

Any employee who is a member of the West Lyon Education Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

##### 2. Regular or Prorated Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) per month of the total dues, beginning in October and ending in July. Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.

##### 3. Termination

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

##### 4. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employees for whom deductions were made.

#### B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, charitable donations, and insurances.

## ARTICLE XIV

### Seniority

Seniority, where it is used in this contract, is defined as the number of years an employee has been employed by the West Lyon Community School District.

## ARTICLE XV

### Safety Provision

The employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course of performance of their duties to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

## ARTICLE XVI

### Insurance

#### A. Health Insurance

1. The Board of Directors shall provide a group health insurance program for all employees, working half time or more, and their eligible dependents. In the event that an employee and his/her spouse are both employed by the district, only one family insurance plan maximum shall be provided. The Board shall pay 100% of the premium for employees whose contractual full time equivalency (FTE) is between 80% and 100%. Part time employees whose contractual FTE falls between 50% and 79.9% shall have their premiums paid on a prorated basis.

A part time employee whose FTE falls between 50% and 79.9% may elect to have the amount that would have been paid by the district for his/her health insurance premiums applied to a tax sheltered annuity of the employee's choice. The dollar amount available for the annuity shall be the amount payable by the district less all applicable employer withholdings. In the event that an employee and his/her spouse are both employed by the district, no annuity will be provided to either employee.

2. The benefits to be provided through the group health insurance program shall be as agreed upon by the parties. The program shall include a procedure for mandatory pre-admission authorization for hospitalization.

3. The benefits provided shall be as set forth in the WellMark AH2/QTN Alliance Plan.

- a. \$250 per person deductible
- b. \$500 per family deductible
- c. Maximum out-of-pocket expense, excluding infertility benefits, of \$1,000 per person and \$2,000 per family

This provision shall remain in effect annually, until such time as the collective bargaining process might change it.

B. Liability Insurance

All employees shall be covered by a school-financed liability insurance policy covering job-related performance of duties.

C. Coverage

Insurance programs paid for by the Board shall be in effect from September 1 of the appropriate school year to August 31 of the following school year. Coverage for individual employees will commence on September 1 or the first day of the month following commencement of employment, whichever occurs later.

D. Continuation of Coverage

Employees on a non-paid leave of absence for one (1) month or longer shall have the option to continue Board-paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

ARTICLE XVII

Longevity Pay

Teachers who have completed one year at the maximum step in their salary schedule lane shall receive additional compensation equivalent to 5.00% of the BA Base, based on F.T.E., not to exceed 1.0.

ARTICLE XVIII

Transfer Procedures

A. Voluntary Transfers

At such time that a bargaining unit vacancy occurs, notice of such vacancy shall be posted on a bulletin board in the main office. Applications for such a vacancy will be accepted and interviews will be granted to those applicants who are duly certified for the vacancy.

A written explanation shall be provided to the applicant if the request for a change in position is denied.

An employee being voluntarily transferred shall be given the opportunity to return to his/her former position in the event that position becomes available within a two (2) year period following the voluntary transfer, unless the transfer is a result of an evaluation that does not meet District standards in IX. D.

B. Involuntary Transfers

Notice of and the reasons for an involuntary change of position shall be given in writing by the Superintendent to an employee upon knowledge of circumstances requiring the change.

An employee being involuntarily transferred shall be given the opportunity to return to his/her former position in the event that position becomes available within a two (2) year period following the involuntary transfer, unless the transfer is a result of an evaluation that does not meet District standards in IX. D.

ARTICLE XIX

Duration and Signature

A. Duration of Agreement

This agreement shall be effective from August 20, 2007, and shall continue until August 19, 2008.

B. Signature Clause

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on the 12<sup>th</sup> day of March, 2007.

West Lyon Education  
Association

By Deb Kock 3/9/07  
President

By Darucia J. Starrett  
Chief Negotiator 3-9-07

West Lyon Community  
School District

By Arthur Metzger (3-12-07)  
President

By Raf L. Kenni (2/28/07)  
Chief Negotiator

## PROVISIONS RELATING TO HOUSE FILE 499

### Phase I And II

Phase I and II funds are fully integrated into Salary Schedule A. Any reduction in Phase I and Phase II anticipated receipts will be reduced dollar for dollar.

### Phase III

Any agreement reached under Phase III of HF-499 that impacts upon a mandatory subject of bargaining shall be incorporated by reference and made a part of this Agreement. If the legislation regarding Phase III is amended or if the funding formula or money appropriated for Phase III are changed, then any Phase III agreement made by the parties shall no longer be applicable and this provision shall be deleted from the contract.

# SALARY SCHEDULE INDEX

| <u>STEP</u> | <u>BA</u> | <u>BA+12</u> | <u>BA+24</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1           | 1.0000    | 1.0330       | 1.0660       | 1.0990    | 1.1320       | 1.1650       |
| 2           | 1.0400    | 1.0743       | 1.1086       | 1.1430    | 1.1773       | 1.2116       |
| 3           | 1.0816    | 1.1173       | 1.1529       | 1.1887    | 1.2244       | 1.2601       |
| 4           | 1.1249    | 1.1620       | 1.1990       | 1.2362    | 1.2734       | 1.3105       |
| 5           | 1.1699    | 1.2085       | 1.2470       | 1.2856    | 1.3242       | 1.3629       |
| 6           | 1.2108    | 1.2508       | 1.2906       | 1.3306    | 1.3707       | 1.4106       |
| 7           | 1.2532    | 1.2946       | 1.3358       | 1.3772    | 1.4187       | 1.4600       |
| 8           | 1.2908    | 1.3334       | 1.3759       | 1.4185    | 1.4613       | 1.5038       |
| 9           | 1.3295    | 1.3734       | 1.4172       | 1.4611    | 1.5051       | 1.5489       |
| 10          | 1.3694    | 1.4146       | 1.4597       | 1.5049    | 1.5503       | 1.5954       |
| 11          | 1.4105    | 1.4570       | 1.5035       | 1.5500    | 1.5968       | 1.6433       |
| 12          | 1.4528    | 1.5007       | 1.5486       | 1.5965    | 1.6447       | 1.6926       |
| 13          | 1.4964    | 1.5457       | 1.5951       | 1.6444    | 1.6940       | 1.7434       |
| 14          |           | 1.5921       | 1.6430       | 1.6937    | 1.7448       | 1.7957       |
| 15          |           | 1.6399       | 1.6923       | 1.7445    | 1.7971       | 1.8496       |

**SALARY SCHEDULE A**  
**2007-08 Salary Schedule**  
**Including Application Of**  
**Phase I And II Money**

| STEP                 | BA       | BA+12    | BA+24    | MA       | MA+15    | MA+30    |
|----------------------|----------|----------|----------|----------|----------|----------|
| 1                    | \$24,175 | \$24,973 | \$25,771 | \$26,568 | \$27,366 | \$28,164 |
| 2                    | \$25,142 | \$25,971 | \$26,800 | \$27,632 | \$28,461 | \$29,290 |
| 3                    | \$26,148 | \$27,011 | \$27,871 | \$28,737 | \$29,600 | \$30,463 |
| 4                    | \$27,194 | \$28,091 | \$28,986 | \$29,885 | \$30,784 | \$31,681 |
| 5                    | \$28,282 | \$29,215 | \$30,146 | \$31,079 | \$32,013 | \$32,948 |
| 6                    | \$29,271 | \$30,238 | \$31,200 | \$32,167 | \$33,137 | \$34,101 |
| 7                    | \$30,296 | \$31,297 | \$32,293 | \$33,294 | \$34,297 | \$35,296 |
| 8                    | \$31,205 | \$32,235 | \$33,262 | \$34,292 | \$35,327 | \$36,354 |
| 9                    | \$32,141 | \$33,202 | \$34,261 | \$35,322 | \$36,386 | \$37,445 |
| 10                   | \$33,105 | \$34,198 | \$35,288 | \$36,381 | \$37,479 | \$38,569 |
| 11                   | \$34,099 | \$35,223 | \$36,347 | \$37,471 | \$38,603 | \$39,727 |
| 12                   | \$35,121 | \$36,279 | \$37,437 | \$38,595 | \$39,761 | \$40,919 |
| 13                   | \$36,175 | \$37,367 | \$38,562 | \$39,753 | \$40,952 | \$42,147 |
| 14                   |          | \$38,489 | \$39,720 | \$40,945 | \$42,181 | \$43,411 |
| 15                   |          | \$39,645 | \$40,911 | \$42,173 | \$43,445 | \$44,714 |
| L.P.                 | \$37,384 | \$40,854 | \$42,120 | \$43,382 | \$44,654 | \$45,923 |
| Longevity Pay L.P. = |          |          |          | \$1,209  |          |          |
|                      |          |          |          | Page 25  |          |          |



|  |                   |           |                   |          |
|--|-------------------|-----------|-------------------|----------|
| SCHEDULE "B" 2007-08   |                   | BA BASE = |                   | \$24,175 |
| West Lyon Community Schools Special Provisions   |                   |           |                   |          |
| Special assignment positions may be created or eliminated at the discretion of the Board of Directors. While the position exists, the person(s) assigned by the Board shall be paid according to the following schedule. |                   |           |                   |          |
|  | FIRST-FOURTH TERM |           | FIFTH TERM & OVER |          |
|  | % Base            | Amount    | % Base            | Amount   |
| SENIOR HIGH HEAD COACH   |                   |           |                   |          |
| Football   | 13.00%            | \$3,143   | 15.00%            | \$3,626  |
| Basketball   | 15.00%            | \$3,626   | 16.50%            | \$3,989  |
| Wrestling  | 15.00%            | \$3,626   | 16.50%            | \$3,989  |
| Softball   | 13.00%            | \$3,143   | 14.00%            | \$3,385  |
| Baseball   | 13.00%            | \$3,143   | 14.00%            | \$3,385  |
| Volleyball   | 12.00%            | \$2,901   | 13.00%            | \$3,143  |
| Track  | 12.00%            | \$2,901   | 13.00%            | \$3,143  |
| Golf   | 6.50%             | \$1,571   | 8.00%             | \$1,934  |
| Cross Country  | 6.50%             | \$1,571   | 8.00%             | \$1,934  |
| Combination Head & Assistant<br>(Baseball, Softball)   | 19.25%            | \$4,654   | 21.00%            | \$5,077  |
| SENIOR HIGH ASSISTANT COACH  |                   |           |                   |          |
| Football   | 10.25%            | \$2,478   | 11.00%            | \$2,659  |
| Basketball   | 12.25%            | \$2,961   | 13.00%            | \$3,143  |
| Wrestling  | 12.25%            | \$2,961   | 13.00%            | \$3,143  |
| Softball   | 10.25%            | \$2,478   | 11.00%            | \$2,659  |
| Baseball   | 10.25%            | \$2,478   | 11.00%            | \$2,659  |
| Track  | 9.75%             | \$2,357   | 10.25%            | \$2,478  |
| Volleyball   | 9.75%             | \$2,357   | 10.25%            | \$2,478  |
| Double Asst. G/B Basketball  | 16.50%            | \$3,989   | 18.00%            | \$4,352  |
| JUNIOR HIGH HEAD COACH   |                   |           |                   |          |
| Football   | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| Basketball   | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| Wrestling  | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| Softball   | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| Baseball   | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| Track  | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| Volleyball   | 7.00%             | \$1,692   | 8.00%             | \$1,934  |
| -26-   |                   |           |                   |          |

| ACTIVITIES AND CLUB SPONSORS  |                   |         |                   |         |
|---|-------------------|---------|-------------------|---------|
|   | FIRST-FOURTH TERM |         | FIFTH TERM & OVER |         |
|   | % Base            | Amount  | % Base            | Amount  |
| Head Instrumental Music   | 12.50%            | \$3,022 | 13.00%            | \$3,143 |
| Secondary Vocal Music   | 7.00%             | \$1,692 | 7.50%             | \$1,813 |
| Assistant Instrumental Music  | 10.00%            | \$2,418 | 10.50%            | \$2,538 |
| Color Guard Coordinator   | 3.00%             | \$725   | 3.25%             | \$786   |
| Large Group Speech Sponsor  | 8.00%             | \$1,934 | 8.50%             | \$2,055 |
| Individual Speech Sponsor   | 6.00%             | \$1,451 | 6.25%             | \$1,511 |
| School Plays  | 7.00%             | \$1,692 | 8.00%             | \$1,934 |
| School Musical  | 14.00%            | \$3,385 | 16.00%            | \$3,868 |
| Annual  | 6.25%             | \$1,511 | 6.75%             | \$1,632 |
| Cheerleading Sponsor  | 7.25%             | \$1,753 | 7.75%             | \$1,874 |
| FLA Advisor   | 4.50%             | \$1,088 | 5.00%             | \$1,209 |
| Junior-Senior Prom Chairman   | 1.00%             | \$242   | 1.25%             | \$302   |
| Junior-Senior Sponsor   | 1.00%             | \$242   | 1.25%             | \$302   |
| National Honor Society Sponsor  | 1.75%             | \$423   | 2.00%             | \$484   |
| Student Council Sponsor   | 1.75%             | \$423   | 2.00%             | \$484   |
| Elementary Music  | 2.00%             | \$484   | 2.25%             | \$544   |
| Driver Education Per Student----  | \$120             |         |                   |         |
| The position listed below will be negotiated separately, and is not part of the formula mentioned in Article III B. |                   |         |                   |         |
| Bus Supervision-----\$15 per trip or \$5/hour   |                   |         |                   |         |
|   |                   | -27-    |                   |         |